UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION

Civil Action No. 3:21-MD-02981-JD

IN RE GOOGLE PLAY STORE ANTITRUST LITIGATION

[PROPOSED] ORDER RE NON-PARTY MOTOROLA MOBILITY LLC'S MOTION TO SEAL Having considered Non-Party Motorola Mobility, LLC's ("Motorola") Motion to Seal, pursuant to Local Rule 7-11 and 79-5,

IT IS HEREBY ORDERED:

The following documents must be filed under seal and will be shown either (1) during a closed session of trial, or (2) during an open session of trial but not displayed on the public monitor nor specifically referenced by counsel or witnesses during the testimony or argument.

Deposition Testimony/Document	Portion to be Sealed	Reason for Sealing	Ruling
Deposition Testimony	71:14-72:7	This Court applies the	
of Eric Christensen		"compelling reasons"	
dated July 18, 2022		standard in	
		determining whether	
		sealing is appropriate	
		at trial. <i>Kamakana v</i> .	
		City & Cnty. of	
		Honolulu, 447 F.3d	
		1172, 1179 (9th Cir.	
		2006) ("[T]he	
		resolution of a dispute	
		on the merits, whether	
		by trial or summary	
		judgment, is at the	
		heart of the interest in	
		ensuring the 'public's	
		understanding of the	
		judicial process and of	
		significant public	
		events.' Thus,	
		'compelling reasons'	
		must be shown[.]").	
		"Compelling reasons"	
		exist to permit the	
		Court to seal the	
		limited information	
		that Motorola seeks to	
		seal as it would reveal	
		financial terms of a	
		current contract. FTC	
		v. Qualcomm Inc., No.	
		17-CV-220-LHK,	
		2019 WL 95922, at *3	
		(N.D. Cal. Jan. 3,	

	1	2019) ("Thus, to the	
	اد	extent that the instant	
	2	motion seeks to sear	
	3	information that, if	
		published, may harm	
	4		
	5	parties' competitive	
	7	standing and divulges terms of confidential	
	6	contracts, contract	
	٦		
	7	secrets, the Court	
	8		
		that compelling	
	9	reasons exist to seal	
	10	this information");	
	10	Am. Auto. Ass'n of N.	
T.	11	California, Nevada &	
ERY L		Utah v. Gen. Motors	
& EM LAW BS	12		
MCDERMOTT WILL & EMERY LLP Attorneys Atlaw Los Angeles	13	03874-LHK, 2019 WL	
OTT V VITORN LOS.		Cal Mar 14 2010)	
ERM)	14	("The Court agrees	
McI	15		
		reasons exist to seal"	
	16	information regarding	
	17	"contracts between	
	17	citilet AAA of GW	
	18	and third parties, and	
		information provided	
	19	by third parties[.]").	
	20	Although the initial	
		MIA expired on	
	21	January 31, 2021, the	
	22	u autica la crea non crea d	
		the agreement and	
	23	thus it is a current	
		contract. Plaintiff	
	24		
	25	financial terms of the	
		WITA Into evidence,	
	26	including the payment amount Motorola	
	27		
	~	negotiated with	
	28	$3 \parallel$	

		Google. That payment
		amount is heavily
		negotiated and would
		be highly valuable
		information to
		Motorola's
		competitors, which
		include other non-
		parties to this
		litigation.
Motorola's Mobile	The confidential,	This Court applies the
Incentive Agreement	proprietary financial	"compelling reasons"
_	terms of the MIA with	standard in
with Google LLC		
("MIA"), initially	Google, which appears	determining whether
dated February 1,	at lines 71:14 and 72:7	sealing is appropriate
2020, which has been	of Mr. Christensen's	at trial. Kamakana v.
renewed and is	deposition	City & Cnty. of
currently still in effect		Honolulu, 447 F.3d
		1172, 1179 (9th Cir.
		2006) ("[T]he
		resolution of a dispute
		on the merits, whether
		by trial or summary
		judgment, is at the
		heart of the interest in
		ensuring the 'public's
		understanding of the
		judicial process and of
		significant public
		events.' Thus,
		'compelling reasons'
		must be shown[.]").
		mass so showing. J.
		"Compelling reasons"
		exist to permit the
		Court to seal the
		limited information
		that Motorola seeks to
		seal as it would reveal
		financial terms of a
		current contract. FTC
		v. Qualcomm Inc., No.
		17-CV-220-LHK,
		2019 WL 95922, at *3
		(N.D. Cal. Jan. 3,
		2019) ("Thus, to the

	1	extent that the instant	
	٦	motion seeks to seal	
	2	information that, if	
	3	published, may harm	
		Qualcomm's or third	
	4		
	5	standing and divulges terms of confidential	
		contracts, contract	
	6	6 negotiations, or trade	
	7		
	/	agrees with the parties	
	8		
		reasons exist to seal	
	9	this information),	
	10	Am. Auto. Ass'n of N.	
		California, Nevada &	
	11	Utah v. Gen. Motors	
	12	2 LLC, No. 17-CV- 03874-LHK, 2019 WL	
VT LAW ILES	12	1206748, at *2 (N.D.	
ATTORNEYS AT LAW LOS ANGELES	13	Cal. Mar. 14, 2019)	
ATTOI	14	("The Court agrees	
	14	that compelling	
	15	reasons exist to seal"	
		information regarding	
	16		
	17	either AAA or GM	
		information provided	
	18	by third parties[.]").	
	19		
	1)	Although the initial	
	20	MIA expired on	
	21	January 31, 2021, the	
	21	parties have renewed	
	22	the agreement and	
	22	thus it is a current contract. Plaintiff	
	23	seeks to introduce the	
	24		
		MIA into evidence	
	25	including the payment	
	26	amount Motorola	
		negotiated with	
	27	Google. That payment	
	28	28	

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1		amount is heavily
2		negotiated and would be highly valuable
3		information to
4		Motorola's competitors, which
		include other non-
5		parties to this litigation.
6		
7		
8		
9	Dated:	
10		Hon. James Donato United States District Court for the Northern
11		District of California
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